



389 4400
Liberty National Bank

and Trust Company of Louisville

HAND DELIVERED

September 10, 1976-259A014

Secretary
Interstate Commerce Commission
Washington, D. C. 20423

RECORDATION NO. 601-A

Filed & Recorded

SEP 15 1976 9 21 AM

Fee \$ 1.00

Gentlemen:

INTERSTATE COMMERCE COMMISSION **CC Washington, D. C.**

1. Enclosed please find three executed counterparts of an Assignment dated as of September 15, 1976. The Assignment is between the following parties:

Assignor: GATX Leasing Corporation, a Delaware Corporation
One Embarcadero Center
San Francisco, California 94111

Assignee: Liberty National Bank and Trust Company of
Louisville, a national banking association
416 West Jefferson Street
Louisville, Kentucky 40202

2. This Assignment is hereby submitted to the Secretary of the Interstate Commerce Commission for recording pursuant to 49 U.S.C. §20c and 49 C.F.R. Part 1116.

3. Enclosed also is our check in the amount of \$10 for your filing fee.

4. The Assignment and the Equipment Lease Agreement to which it relates cover the following equipment:

Description of
Equipment

55 86 foot six inch high
cube box cars with 100
ton roller bearing trucks
A.A.R. Mechanical Designa-
tion XP

Greenville Steel Car
Company

CPAA205950 thru
CPAA205955 (both inclusive)

15 86 foot six inch high
cube box cars with 100
ton roller bearing trucks
A.A.R. Mechanical Designa-
tion XP

Greenville Steel Car
Company

CPAA206007 thru
CPAA206021 (both inclusive)

FEE OPERATION BR.
I.C.C.

SEP 15 9 50 AM '76

RECEIVED



Liberty National Bank

and Trust Company of Louisville

Secretary
Interstate Commerce Commission
Page 2

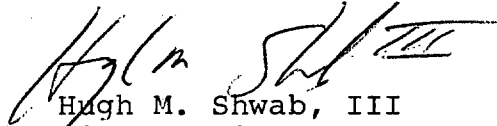
5. By this Assignment GATX Leasing Corporation assigns to Liberty National Bank and Trust Company of Louisville all of GATX Leasing Corporation's right, title and interest in and to an Equipment Lease Agreement dated November 18, 1968, which lease was recorded with the Interstate Commerce Commission at 11:21 A.M. on November 25, 1968, and assigned Recordation No. 6001 by the Interstate Commerce Commission.

6. Please return the original document to

Hugh M. Shwab, III, Vice President
Liberty National Bank and Trust Company of Louisville
416 West Jefferson Street
Louisville, Kentucky 40202

Thank you for your assistance.

Very truly yours,



Hugh M. Shwab, III
Vice President

566 2249

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY


9/15/76

**Hugh M. Shwab, 111, V.P.
Liberty National Bank & Trust Company of
Louisville
416 West Jefferson Street
Louisville, Kentucky 40202**

Dear

The enclosed document(s) was recorded pursuant to the
provisions of Section 20(c) of the Interstate Commerce Act,
49 U.S.C. 20(c), on **9/15/76** at **9:55am**
and assigned recordation number(s) **6001-A**

Sincerely yours,


Robert L. Oswald
Secretary

Enclosure(s)

**SE-30
(5/76)**

ASSIGNMENT

SEP 15 1976 9 55 AM

~~INTERSTATE COMMERCE COMMISSION~~

This ASSIGNMENT made as of September 15, 1976, by GATX Leasing Corporation, a Delaware corporation, with offices at One Embarcadero Center, San Francisco, California 94111 (hereinafter called the "Company"), to Liberty National Bank & Trust Company of Louisville with offices at 416 West Jefferson, Louisville, Kentucky 40201 (hereinafter called the "Lender").

W I T N E S S E T H :

WHEREAS, the Company and Canadian Pacific Limited, a Canadian corporation (hereinafter called the "Lessee") are parties to an Equipment Lease dated as of November 18, 1968 (which, together with the Schedule(s), Rider(s) and Acceptance Supplement(s) to said Equipment Lease, and any amendments heretofore or hereafter made thereto, are hereinafter called the "Lease") providing for the leasing by the Company to Lessee of equipment described in Schedule A attached hereto (hereinafter called the "Equipment"); and

WHEREAS, the Company desires to borrow from Lender the sum of \$1,088,628.88, said borrowing to be evidenced by a Promissory Note of the Company payable to Lender or to its order (said Promissory Note, together with any extension and renewal thereof being hereinafter called the "Note"); and

WHEREAS, such borrowing (hereinafter referred to as the "Loan") is to be made at a closing whereat the Company has agreed to deliver to Lender (i) this Assignment (hereinafter called the "Assignment")

covering the Lease and (ii) a Security Agreement concerning the Equipment (hereinafter called the "Security Agreement") and the Note; and

WHEREAS, the Assignment and the Security Agreement are being delivered to Lender as security for the payment of the Note and the performance by the Company of its obligations under the Note, the Assignment and the Security Agreement (all such sums and obligations being hereinafter referred to as the "Indebtedness").

NOW, THEREFORE, to induce Lender to make the Loan and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. As security for the Indebtedness, the Company hereby assigns, transfers and sets over unto Lender the Company's right, title and interest as Lessor under the Lease to receive and collect all rentals, insurance proceeds, net proceeds from the sale of the Equipment and other sums payable to or receivable by the Company pursuant to the provisions of the Lease (except payments or reimbursements to the Company for taxes and payments or reimbursements to the Company in the nature of indemnification to the Company, all of which shall be retained by the Company, and except payments received upon the disposition of items of Equipment upon the expiration of the initial rental term of such items of Equipment as provided below) and the right to make all waivers, to give all notices, consents and releases, to take all action upon the happening of a default or an event of default under the Lease, and to do any and all

other things whatsoever which the Company is or may become entitled to do under the Lease; provided, however, that the Company reserves the right to exercise the rights and options granted to the Lessor in the Schedules to the Lease and to give such notices and do such acts as are required or incident to the exercise of such rights and options, and the Company further reserves the right to receive all financial and other information which the Lessee is required to give the Lessor under the Lease. The Company shall furnish a copy of such information to the Lender if so requested by the Lender. The Lender agrees not to consent to the amendment of any of the provisions of the Lease without obtaining the Company's prior written consent and any attempted amendment without such consent shall be void. In furtherance of the foregoing assignment, the Company hereby irrevocably authorizes and empowers Lender in its own name, or in the name of its nominee, if any, or in the name of the Company to ask, demand, sue for, collect and receive the sums to which the Company is or may become entitled under the Lease to the extent that such sums have been assigned to the Lender hereunder and to enforce compliance by the Lessee with all the terms and agreements of the Lease. The Lender hereby agrees that it will immediately remit to the Company all payments received from the Lessee pursuant to the terms of the Lease to the extent that the right to receive such payments has not been assigned to the Lender hereunder. The rights acquired by the Lender pursuant to the Assignment with respect to each item of Equipment and the security

interest granted to the Lender in the Security Agreement with respect to such item of Equipment shall terminate and be void on the day following the last day of the initial rental term of such item of Equipment as set forth in the Lease provided that the Lessee is not in default thereunder, and all estate, right, title and interest in such item of Equipment and the leasing thereof shall revert to the Company; provided, however, if an event of default (as the term is defined in Section VIII of the Lease) occurs prior to the expiration of the initial rental term of the last item of Equipment to become subject to the Lease, the Company shall pay to the Lender that portion of the proceeds obtained by the Company from the sale or re-lease of the items of Equipment with respect to which the Lender's interest has terminated as provided for above to the extent necessary to pay the Lender the amount due and owing under the Note.

2. The assignment made hereby is executed only as security, and, therefore, the execution and delivery of this assignment shall not subject Lender to, or transfer, or pass, or in any way affect or modify, the liability of the Company under the Lease, it being understood and agreed that notwithstanding such assignment, or any subsequent assignment, all obligations of the Company to Lessee under the Lease shall be and remain enforceable by Lessee, its successors and assigns, against the Company. The Lender further agrees that so long as Lessee is not in default under the terms of the Lease, the Lessee shall be entitled to uninterrupted use of the Units in accordance with the terms of the Lease.

3. The Company covenants and agrees that it will perform all of its obligations to be performed under the terms of the Lease and hereby irrevocably authorizes and empowers Lender, to perform, or cause to be performed in the name of the Company, any such obligation, all at the Company's expense, if the Company fails to perform such obligation. Any such performance by Lender shall not release the Company from any of its obligations under the Lease, and the Company shall be obligated to reimburse Lender for any reasonable sums expended or reasonable expenses incurred by Lender in completion of such performance.

4. Upon the full discharge and satisfaction of the Note, the assignment made hereby and all rights herein assigned to Lender shall cease and terminate, and all estate, right, title and interest of Lender in and to the Lease shall revert to the Company. To the extent that the Lender receives from the Lessee, and/or from a third party, pursuant to the terms of the Lease, an amount of money in excess of the sum of (a) the amount of the Note and (b) reasonable costs and expenses, including reasonable attorneys' fees, expended by the Lender in collecting such money from the Lessee and/or such third party, such excess amount shall be paid to the Company.

5. The Company warrants and covenants (a) that the Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and is duly qualified to do business and is in good standing in California and in each other jurisdiction in which the character of the properties owned or the nature of the activities conducted by it makes such qualification necessary, (b) that the Lease is valid, in full force and effect, is not in default, is enforceable

in accordance with its terms (subject only to bankruptcy, insolvency and reorganization laws and other laws governing the enforcement of Lessor's or creditor's rights), (c) that the Company has not given the Lessee its consent to sublease the Equipment under the Lease and that it has no knowledge that the Lessee has subleased or attempted to sublease the Equipment, (d) that the execution and delivery of the Assignment, the Security Agreement and the Note have been duly authorized, and the Note, Assignment and Security Agreement are and will remain valid and enforceable obligations of the Company in accordance with their terms, (e) that the Company has full power and right to assign the Lease, and that the Company has not executed, and will not execute, any other assignment of the Lease, and its right to receive all payments under the Lease is and will continue to be free and clear of any and all liens or encumbrances created or suffered by any act or omission on the part of the Company, except as encumbered hereunder, (f) that the Company has delivered to Lender its only executed counterparts of the Lease, and (g) that notwithstanding the Assignment, the Company will perform and comply with each and all of the covenants and conditions in the Lease set forth to be complied with by it.

6. The Company covenants and agrees with Lender that in any suit, proceeding or action brought by Lender under the Lease for any sum owing thereunder, or to enforce any provision of the Lease, the Company will save, indemnify and keep Lender harmless from and against all expense, loss or damage suffered by reason of any set-off, counterclaim or recoupment whatsoever of Lessee thereunder or its successors, arising out of a breach by the Company of the Lease or arising out of any other indebtedness or liability at any

time owing to the Lessee or its successors from the Company.

7. The Company will from time to time execute all such financing statements and supplemental instruments as Lender may from time to time reasonably request in order to confirm or further assure the assignment made hereby and the provisions hereof.

8. Lender may not assign all or any of its rights under the Lease, (including, but not limited to, the right to receive any payments due or to become due to it from Lessee) without the Company's prior written consent and any attempted assignment without such consent shall be void. In the event of an assignment with the prior written consent of the Company, any subsequent or successive assignee or assignees shall, to the extent of such assignment, enjoy all rights and privileges and be subject to all the obligations of Lender.

9. The Company agrees that it will not, without the prior written consent of Lender, enter into any agreement amending, modifying or terminating the Lease and that any attempted amendment, modification or termination without such consent shall be void.

10. The Assignment shall be governed by the local law of the State of Kentucky.

11. Subject to the provisions of Paragraph 8 hereof, the Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

12. The Company shall cause copies of all notices received in connection with the Lease to be promptly sent by prepaid registered or certified mail to Lender at 416 West Jefferson, Louisville, Kentucky 40201 or at such other address as Lender shall designate.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the date first above written.

GATX LEASING CORPORATION

By 

Title

Vice President

Accepted and Agreed to:

LIBERTY NATIONAL BANK & TRUST
COMPANY OF LOUISVILLE

By 

Title

Vice-President

SCHEDULE A

<u>DESCRIPTION OF EQUIPMENT</u>	<u>MANUFACTURER/VENDOR</u>	<u>LOCATION</u>	<u>SERIAL NUMBER</u>
Fifty five (55) 86' 6" high Cube Box Cars with 100 ton Roller Bearing Trucks	Greenville Steel Car Company	Continental United States & Canada	CPAA205950-CPAA205955 CPAA205957-CPAA206005
Fifteen (15) 86' 6" high Cube Box Cars with 100 ton Roller Bearing Trucks	Greenville Steel Car Company	Continental United States & Canada	CPAA206007-CPAA206021

STATE OF KENTUCKY)
) SS
COUNTY OF JEFFERSON)

On this 10th day of September, 1976, before me personally appeared Keith M. Shurt II, to me personally known, who being by me duly sworn, says that he is the Vice President of Liberty National Bank & Trust Company of Louisville, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

My commission expires: 1-17-76

[SEAL]

Sally Marie Mullarkey
Notary Public

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

On this 15th day of September, 1976, before me personally appeared GARELD R. GRAY II, to me personally known, who being by me duly sworn, says that he is the VICE PRESIDENT of GATX Leasing Corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

My commission expires: March 30, 1977

[SEAL]

Linda S. Staniulis
Notary Public
LINDA S. STANIULIS
NOTARY PUBLIC, State of New York
No. 31-3807853
Qualified in New York County
Commission Expires March 30, 1977

SEP 15 1976 - 9 52 AM

~~INTERSTATE COMMERCE COMMISSION~~ASSIGNMENT

This ASSIGNMENT made as of September 15, 1976, by GATX Leasing Corporation, a Delaware corporation, with offices at One Embarcadero Center, San Francisco, California 94111 (hereinafter called the "Company"), to Liberty National Bank & Trust Company of Louisville with offices at 416 West Jefferson, Louisville, Kentucky 40201 (hereinafter called the "Lender").

W I T N E S S E T H :

WHEREAS, the Company and Canadian Pacific Limited, a Canadian corporation (hereinafter called the "Lessee") are parties to an Equipment Lease dated as of November 18, 1968 (which, together with the Schedule(s), Rider(s) and Acceptance Supplement(s) to said Equipment Lease, and any amendments heretofore or hereafter made thereto, are hereinafter called the "Lease") providing for the leasing by the Company to Lessee of equipment described in Schedule A attached hereto (hereinafter called the "Equipment"); and

WHEREAS, the Company desires to borrow from Lender the sum of \$1,088,628.88, said borrowing to be evidenced by a Promissory Note of the Company payable to Lender or to its order (said Promissory Note, together with any extension and renewal thereof being hereinafter called the "Note"); and

WHEREAS, such borrowing (hereinafter referred to as the "Loan") is to be made at a closing whereat the Company has agreed to deliver to Lender (i) this Assignment (hereinafter called the "Assignment")

covering the Lease and (ii) a Security Agreement concerning the Equipment (hereinafter called the "Security Agreement") and the Note; and

WHEREAS, the Assignment and the Security Agreement are being delivered to Lender as security for the payment of the Note and the performance by the Company of its obligations under the Note, the Assignment and the Security Agreement (all such sums and obligations being hereinafter referred to as the "Indebtedness").

NOW, THEREFORE, to induce Lender to make the Loan and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. As security for the Indebtedness, the Company hereby assigns, transfers and sets over unto Lender the Company's right, title and interest as Lessor under the Lease to receive and collect all rentals, insurance proceeds, net proceeds from the sale of the Equipment and other sums payable to or receivable by the Company pursuant to the provisions of the Lease (except payments or reimbursements to the Company for taxes and payments or reimbursements to the Company in the nature of indemnification to the Company, all of which shall be retained by the Company, and except payments received upon the disposition of items of Equipment upon the expiration of the initial rental term of such items of Equipment as provided below) and the right to make all waivers, to give all notices, consents and releases, to take all action upon the happening of a default or an event of default under the Lease, and to do any and all

other things whatsoever which the Company is or may become entitled to do under the Lease; provided, however, that the Company reserves the right to exercise the rights and options granted to the Lessor in the Schedules to the Lease and to give such notices and do such acts as are required or incident to the exercise of such rights and options, and the Company further reserves the right to receive all financial and other information which the Lessee is required to give the Lessor under the Lease. The Company shall furnish a copy of such information to the Lender if so requested by the Lender. The Lender agrees not to consent to the amendment of any of the provisions of the Lease without obtaining the Company's prior written consent and any attempted amendment without such consent shall be void. In furtherance of the foregoing assignment, the Company hereby irrevocably authorizes and empowers Lender in its own name, or in the name of its nominee, if any, or in the name of the Company to ask, demand, sue for, collect and receive the sums to which the Company is or may become entitled under the Lease to the extent that such sums have been assigned to the Lender hereunder and to enforce compliance by the Lessee with all the terms and agreements of the Lease. The Lender hereby agrees that it will immediately remit to the Company all payments received from the Lessee pursuant to the terms of the Lease to the extent that the right to receive such payments has not been assigned to the Lender hereunder. The rights acquired by the Lender pursuant to the Assignment with respect to each item of Equipment and the security

interest granted to the Lender in the Security Agreement with respect to such item of Equipment shall terminate and be void on the day following the last day of the initial rental term of such item of Equipment as set forth in the Lease provided that the Lessee is not in default thereunder, and all estate, right, title and interest in such item of Equipment and the leasing thereof shall revert to the Company; provided, however, if an event of default (as the term is defined in Section VIII of the Lease) occurs prior to the expiration of the initial rental term of the last item of Equipment to become subject to the Lease, the Company shall pay to the Lender that portion of the proceeds obtained by the Company from the sale or re-lease of the items of Equipment with respect to which the Lender's interest has terminated as provided for above to the extent necessary to pay the Lender the amount due and owing under the Note.

2. The assignment made hereby is executed only as security, and, therefore, the execution and delivery of this assignment shall not subject Lender to, or transfer, or pass, or in any way affect or modify, the liability of the Company under the Lease, it being understood and agreed that notwithstanding such assignment, or any subsequent assignment, all obligations of the Company to Lessee under the Lease shall be and remain enforceable by Lessee, its successors and assigns, against the Company. The Lender further agrees that so long as Lessee is not in default under the terms of the Lease, the Lessee shall be entitled to uninterrupted use of the Units in accordance with the terms of the Lease.

3. The Company covenants and agrees that it will perform all of its obligations to be performed under the terms of the Lease and hereby irrevocably authorizes and empowers Lender, to perform, or cause to be performed in the name of the Company, any such obligation, all at the Company's expense, if the Company fails to perform such obligation. Any such performance by Lender shall not release the Company from any of its obligations under the Lease, and the Company shall be obligated to reimburse Lender for any reasonable sums expended or reasonable expenses incurred by Lender in completion of such performance.

4. Upon the full discharge and satisfaction of the Note, the assignment made hereby and all rights herein assigned to Lender shall cease and terminate, and all estate, right, title and interest of Lender in and to the Lease shall revert to the Company. To the extent that the Lender receives from the Lessee, and/or from a third party, pursuant to the terms of the Lease, an amount of money in excess of the sum of (a) the amount of the Note and (b) reasonable costs and expenses, including reasonable attorneys' fees, expended by the Lender in collecting such money from the Lessee and/or such third party, such excess amount shall be paid to the Company.

5. The Company warrants and covenants (a) that the Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and is duly qualified to do business and is in good standing in California and in each other jurisdiction in which the character of the properties owned or the nature of the activities conducted by it makes such qualification necessary, (b) that the Lease is Valid, in full force and effect, is not in default, is enforceable

in accordance with its terms (subject only to bankruptcy, insolvency and reorganization laws and other laws governing the enforcement of Lessor's or creditor's rights), (c) that the Company has not given the Lessee its consent to sublease the Equipment under the Lease and that it has no knowledge that the Lessee has subleased or attempted to sublease the Equipment, (d) that the execution and delivery of the Assignment, the Security Agreement and the Note have been duly authorized, and the Note, Assignment and Security Agreement are and will remain valid and enforceable obligations of the Company in accordance with their terms, (e) that the Company has full power and right to assign the Lease, and that the Company has not executed, and will not execute, any other assignment of the Lease, and its right to receive all payments under the Lease is and will continue to be free and clear of any and all liens or encumbrances created or suffered by any act or omission on the part of the Company, except as encumbered hereunder, (f) that the Company has delivered to Lender its only executed counterparts of the Lease, and (g) that notwithstanding the Assignment, the Company will perform and comply with each and all of the covenants and conditions in the Lease set forth to be complied with by it.

6. The Company covenants and agrees with Lender that in any suit, proceeding or action brought by Lender under the Lease for any sum owing thereunder, or to enforce any provision of the Lease, the Company will save, indemnify and keep Lender harmless from and against all expense, loss or damage suffered by reason of any set-off, counterclaim or recoupment whatsoever of Lessee thereunder or its successors, arising out of a breach by the Company of the Lease or arising out of any other indebtedness or liability at any

time owing to the Lessee or its successors from the Company.

7. The Company will from time to time execute all such financing statements and supplemental instruments as Lender may from time to time reasonably request in order to confirm or further assure the assignment made hereby and the provisions hereof.

8. Lender may not assign all or any of its rights under the Lease, (including, but not limited to, the right to receive any payments due or to become due to it from Lessee) without the Company's prior written consent and any attempted assignment without such consent shall be void. In the event of an assignment with the prior written consent of the Company, any subsequent or successive assignee or assignees shall, to the extent of such assignment, enjoy all rights and privileges and be subject to all the obligations of Lender.

9. The Company agrees that it will not, without the prior written consent of Lender, enter into any agreement amending, modifying or terminating the Lease and that any attempted amendment, modification or termination without such consent shall be void.

10. The Assignment shall be governed by the local law of the State of Kentucky.

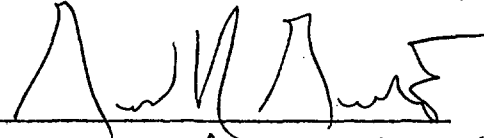
11. Subject to the provisions of Paragraph 8 hereof, the Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

12. The Company shall cause copies of all notices received in connection with the Lease to be promptly sent by prepaid registered or certified mail to Lender at 416 West Jefferson, Louisville, Kentucky 40201 or at such other address as Lender shall designate.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the date first above written.

GATX LEASING CORPORATION

By



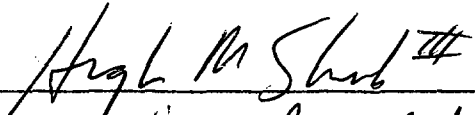
Title

Vice President

Accepted and Agreed to:

LIBERTY NATIONAL BANK & TRUST
COMPANY OF LOUISVILLE

By



Title

Vice-President

SCHEDULE A

<u>DESCRIPTION OF EQUIPMENT</u>	<u>MANUFACTURER/VENDOR</u>	<u>LOCATION</u>	<u>SERIAL NUMBER</u>
Fifty five (55) 86' 6" high Cube Box Cars with 100 ton Roller Bearing Trucks	Greenville Steel Car Company	Continental United States & Canada	CPAA205950-CPAA205955 CPAA205957-CPAA206005
Fifteen (15) 86' 6" high Cube Box Cars with 100 ton Roller Bearing Trucks	Greenville Steel Car Company	Continental United States & Canada	CPAA206007-CPAA206021

STATE OF KENTUCKY)
) SS
COUNTY OF JEFFERSON)

On this 10th day of September, 1976, before me personally appeared Lynn M. Shurtliff, to me personally known, who being by me duly sworn, says that he is the Vice President of Liberty National Bank & Trust Company of Louisville, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

My commission expires: 1-17-79

[SEAL]

Sally Marie Mulloney
Notary Public

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

On this 15th day of September, 1976, before me personally appeared GARELD R. GRAY II, to me personally known, who being by me duly sworn, says that he is the VICE PRESIDENT of GATX Leasing Corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

My commission expires: March 30, 1977

[SEAL]

Linda S. Staniulis
Notary Public

LINDA S. STANIULIS
NOTARY PUBLIC, State of New York
No. 31-3807853
Qualified in New York County
Commission Expires March 30, 1977